

# EXHIBIT C

1 IN THE UNITED STATES DISTRICT COURT  
2 FOR THE WESTERN DISTRICT OF MISSOURI

3  
4 MAXUS REALTY TRUST, INC., )

5 )  
6 Plaintiff, )

7 vs. ) Case No. 06-0750-CV-W-ODS  
8 )

9 RSUI INDEMNITY COMPANY )

10 Defendant. )  
11

12 DEPOSITION OF

13 MICHAEL P. McROBERT

14 TAKEN ON BEHALF OF THE DEFENDANT

15 JULY 31, 2007  
16  
17  
18  
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1                   So I'm correct and so we're clear, it was  
2                   received on or after December 16th, 2005?

3       A.    I would assume based on the date of the letter  
4            that we received it at sometime reasonably  
5            subsequent to December 16th.

6       Q.    Did you personally read this document when it was  
7            received?

8       A.    I -- at some point I would have reviewed the  
9            letter and the summary.

10      Q.    When you received the letter did it become  
11            apparent to you that they did not quantify the  
12            damage sustained to the first floor of the  
13            building?

14      A.    Yes.

15      Q.    Did it become apparent to you at that time that  
16            they did not quantify the damage sustained to the  
17            first floor of the buildings?

18      A.    Isn't that the question you just asked?

19                   MS. MURPHY: Could you read that back.

20                   MR. ABRAMS: You said the same question.

21                   MS. MURPHY: I'm good like that.

22                   MR. ABRAMS: Well, just answer it again.

23                   MS. MURPHY: I figure persistence

24                   overcomes any resistance.

25      A.    Yes.

1 was done early in the process and in the same  
2 submission the Burns & Mc report states that there  
3 was wind damage to the first floor.

4 Q. (By Ms. Murphy) All right, but my question dealt  
5 just with Mr. Chadwell, that based upon this  
6 letter it appears that he did not consider the  
7 first floor arguably because it was related to  
8 flood?

9 A. No. I believe that he stated that in his letter  
10 stating -- I think he believed there was first  
11 floor wind damage and he was just stating that he  
12 did not consider it because that's what he was  
13 directed to do by counsel.

14 Q. At any time on or after receipt of this letter had  
15 you asked Mr. Chadwell to correct this report?

16 A. No.

17 Q. Had you asked Mr. Chadwell to clarify this report?

18 A. No.

19 Q. Did you take any action with Mr. Chadwell in  
20 connection with this report to express your  
21 opinion?

22 A. No.

23 Q. Had you ever told Mr. Chadwell that you disagreed  
24 with his conclusions?

25 MR. ABRAMS: Objection, that